is saturated with argon. It is the combined zeolite and argon that is the fire extinguishing material.

In contrast, the rejected claims claim zeolite as a desiccant for a fire extinguishing material, for example Halon 1301, and not the fire extinguishing material itself. Although some zeolite may incidentally be discharged on the fire, its function is not as an extinguishing material. In fact, the present application teaches that it is desirable not to discharge the zeolite from the device. In the present application, the zeolite absorbs water, not argon as in Drobyshev. If the present invention were analogous to Drobyshev, the zeolite would be absorbing the Halon or other halocarbon, not water, and the zeolite/Halon composition would be discharged onto the fire.

In fact, for burning alkali metal fires, a preferred use for the invention disclosed by Drobyshev, the zeolite disclosed in the instant application would be completely unsuitable. Because the zeolite in the instant application acts as a desiccant, it has absorbed water. Contacting a water-containing zeolite with a burning alkali metal would tend to exacerbate rather than extinguish the fire.

**Claim Rejections under 35 U.S.C. § 103(a) over Drobyshev in View of Birk.**

Claims 3, 8, and 9 stand rejected over Drobyshev in view of Birk. As explained above, Drobyshev is inapplicable to any claim in the instant application because the fire extinguishing material disclosed in Drobyshev comprises zeolite whereas zeolite acts as a desiccant in the present application and not as a fire extinguishing material.

Even assuming *arguendo* that Drobyshev were applicable to the rejected claims, they would not be obvious in view of Birk. No person skilled in the art of fire extinguishing would be motivated to combine Drobyshev with Birk. The preferred application disclosed in Drobyshev is extinguishing alkali metal fires. Examiner cites Birk as disclosing bromotrifluoromethane and other halocarbon fire extinguishing materials. Bromotrifluoromethane or another halocarbon extinguishing materials are unsuitable for extinguishing class D fires.

**Claim Rejections under 35 U.S.C. § 103(a) over Drobyshev in View of Wedlake.**

Claims 5, 6, 25, and 26 stand rejected over Drobyshev in view of Wedlake. As explained above, Drobyshev is inapplicable to any claim in the instant application because the fire extinguishing material disclosed in Drobyshev comprises zeolite whereas zeolite acts as a desiccant in the present application and not as a fire extinguishing material.

Even assuming *arguendo* that Drobyshev were applicable to the rejected claims, they would not be obvious in view of Wedlake. Wedlake discloses using 3A and 4A molecular sieves to absorb liquid electrolytes. But Drobyshev teaches the use of zeolites to absorb argon, a gas, not liquids. Furthermore, after the zeolite in Wedlake had absorbed the liquid, one would not discharge it onto an alkali metal fire as Drobyshev does, because the absorbed water would react violently with the burning alkali metal. Accordingly, a person skilled in the art would not be motivated to combine Drobyshev with Wedlake.

**Claim Rejections under 35 U.S.C. § 103(a) over Drobyshev.**

Claims 7 and 10 stand rejected over Drobyshev. As explained above, Drobyshev is inapplicable to any claim in the instant application because the fire extinguishing material disclosed in Drobyshev comprises zeolite whereas zeolite acts as a desiccant in the present application and not as a fire extinguishing material.

As noted above, Drobyshev teaches away from absorbing water into the zeolite since water cannot be used to extinguish class D fires such as burning alkali metals.

**Claim Rejections under 35 U.S.C. § 103(a) over Drobyshev in view of Griswold et al.**

Claims 2, 13–24, and 27 stand rejected over Drobyshev in view of Griswold et al. As explained above, Drobyshev is inapplicable to any claim in the instant application because the fire extinguishing material disclosed in Drobyshev comprises zeolite whereas zeolite acts as a desiccant in the present application and not as a fire extinguishing material.

Even assuming *arguendo* that Drobyshev were applicable to the rejected claims, they would not be obvious in view of Griswold. Drobyshev discloses a fire extinguishing material comprising a zeolite and absorbed argon. This material is a solid that is contacted with the fire to be extinguished: it "is fabricated as granules, blocks or bars." Drobyshev does not disclose a device for discharging this material onto a fire. Griswold discloses a device for discharging water onto a fire. Griswold does not teach that this device is capable of discharging a solid onto a fire, or even that it might be desirable to do so. Certainly, the device disclosed in Griswold does not appear to be adapted to discharging blocks or bars. Moreover, the mesh container **25** in Griswold is designed to *prevent* the disclosed device from discharging solids, a feature inconsistent with the nature of the composition disclosed by Drobyshev. Accordingly, the skilled practitioner would not be motivated to combine the teachings of Drobyshev and Griswold.

## CONCLUSION

For all of the foregoing reasons, Applicants respectfully submit that all of Examiner's rejections have been overcome and earnestly request an early allowance of all pending claims. If Examiner believes that a telephonic conference would expedite the examination of this application, Examiner is urged to contact the undersigned. Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

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Dated: 2/21/02

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